

ORIGINAL

ERIC D. HOUSER (SBN 130079)
JEFFREY S. ALLISON (SBN 173620)
STARLET J. JAPP (SBN 243097)
HOUSER & ALLISON
A Professional Corporation
9970 Research Drive
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Telephone: (949) 679-1111
Facsimile: (949) 679-1112

Attorneys for Defendants,
OCWEN LOAN SERVICES, LLC erroneously sued
herein as Ocwen Financial Services

FILED

2008 MAY -1 AM 11:58

CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY WJH DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

FILED

MEYKE ARENS,

Plaintiff,

v.

OCWEN FINANCIAL SERVICES,
AZTEC FORECLOSURE
CORPORATION, AEGIS
MORTGAGE CORPORATION and
DOES 1-10;

Defendants.

Case No.

08 CV 0796 J POR

NOTICE OF REMOVAL OF
ACTION BASED UPON FEDERAL
QUESTION

[28 U.S.C. § 1441(a)]

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that Defendant OCWEN LOAN SERVICING,
LLC erroneously sued herein as Ocwen Financial Services ("Ocwen"), hereby
removes to this Court the above-captioned action described further below:

1. A complaint was filed in the San Diego Superior Court on or about
April 14, 2008, entitled Meyke Arens v. Ocwen Financial Services, et al., Case
No. 37-2008-00081888-CU-CO-CTL ("State Court Action"). Copies of the

NOTICE OF REMOVAL

1 summons, complaint and pleadings filed to date, with a copy of the Court Docket
2 in the State Court Action are attached hereto collectively as **Exhibit "A"**.

3
4 2. Based upon information and belief it is alleged that the summons and
5 complaint have not been served on Ocwen. Further, Ocwen removes this case
6 within 30 days of service, and within one year from the filing of the complaint.
7 This removal is therefore timely because it has been filed within 30 days of receipt
8 as required by 28 U.S.C. § 1446(b).
9

10 3. Ocwen has reviewed the docket in the State Court action and made
11 inquiry concerning the other named defendants. At the time of this removal, the
12 docket does not reflect appearances by the defendants and Ocwen has not received
13 any objection to the instant removal. Accordingly, this removal is submitted
14 without formal joinder by the other defendants at this time.
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17 **FEDERAL QUESTION**

18 4. This action is removable to the instant Court because it could have
19 originally been filed in this Court pursuant to the jurisdiction conferred by 28
20 U.S.C. § 1334(b). This action could have also been originally filed in this Court
21 pursuant to 28 U.S.C. § 1441(a) because substantial federal questions are alleged
22 and presented in the complaint, and thus jurisdiction exists as conferred by 28
23 U.S.C. § 1331. Supplemental jurisdiction exists with respect to any remaining
24 claims pursuant to 28 U.S.C. § 1367.
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1 5. Although Plaintiff's complaint does not specifically reference the
2 following four Federal Acts, the allegations in Plaintiff's complaint are based upon
3 them: (1) the Truth in Lending Act ("TILA") 15 U.S.C. §§ 1601, et seq.; (2) the
4 Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §§ 1692, et. seq.; (3)
5 the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. §§ 2601 et. seq.;
6 and (4) The Home Owners Equity Protection Act ("HOEPA"), 15 U.S.C. § 1602
7 et seq. (*See* Cplt. ¶¶ 6, 7, 8, 9, 11, 29, 30, 33, 37, 44).

10 6. For example, Plaintiff alleges at Paragraph 6, "Disclosures required
11 by state and federal law for the benefit of the borrower were never made to the
12 Plaintiff." The "federal law" that governs loan disclosures at the time of closing is
13 TILA. Also in Paragraph 6, Plaintiff alleges that, "Material misrepresentation[s]
14 of facts were made to induce Plaintiff to borrow the stated amount...Terms
15 material to the loan transaction were concealed from Plaintiff...Defendants
16 inflated commissions and fees charged to the borrower in the...funding of the
17 loan..." (*See* Cplt. ¶ 6.) The form of disclosure is governed by 15 U.S.C. § 1632.

21 7. Later, Plaintiff alleges at Paragraph 7, "[T]he mortgage was
22 transferred to Ocwen...The borrower was never notified of this transfer as
23 required by law." RESPA, specifically 12 U.S.C. 2605(b), governs the
24 notification requirements placed upon servicers of federally related mortgage
25 loans. Further, Plaintiff, at Paragraphs 13 and 14, finds fault with the amount
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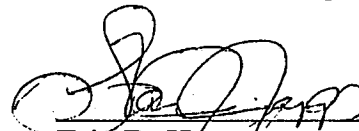
1 Ocwen claimed it was due. The FDCPA, specifically 15 U.S.C. 1692e, is the
2 federal law which governs the false representation of the amount of any debt.

3
4 8. Plaintiff alleges and prays for remedies based upon violations of
5 these Federal Acts, including but not limited to an order preventing the
6 foreclosure sale of the property (*See* Cplt., prayer ¶ 1.) and cancellation of the
7 trustee's deed of trust. (*See* Cplt., prayer ¶ 2.)

8
9 9. Plaintiff's right to relief, if any, under these Federal Acts depends
10 upon the resolution of substantial questions of Federal Law and confers federal
11 jurisdiction. Accordingly, this action is properly removed to this Court pursuant
12 to 28 U.S.C. § 1441(a), without the necessity of diversity of citizenship and
13 amount in controversy.
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15

16
17 DATED: May 1, 2008

HOUSER & ALLISON
A Professional Corporation

18
19
20 

Eric D. Houser

Jeffrey S. Allison

Starlet J. Japp

Attorneys for Defendants,

OCWEN LOAN SERVICING, LLC,
erroneously sued herein as OCWEN
FINANCIAL SERVICES

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is 9970 Research Drive, Irvine, California 92618.

On May 1, 2008, I served the following document described as:

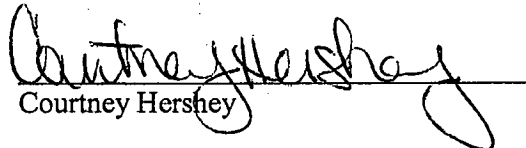
NOTICE OF FILING NOTICE OF REMOVAL

On the following interested parties in this action:

Don C. Burns
 LAW OFFICE OF DON C. BURNS
 71-650 Sahara Road, Suite 2
 Rancho Mirage, California 92270
 Ph: (760) 341-8212
Attorneys for Plaintiff

[XX] VIA MAIL/COURIER -- CCP §§ 1013(c), 2015.5: By placing a true copy thereof enclosed in a sealed envelope, addressed as above, and placing each for collection and mailing on the date following ordinary business practices. I am readily familiar with my firm's business practice and collection and processing of mail with the United States Postal Service and correspondence placed for collection and mailing would be deposited with the United States Postal Service at Irvine, California, with postage thereon fully prepaid that same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on May 1, 2008 at Irvine, California


 Courtney Hershey

NOTICE OF REMOVAL

View Case Detail

Page 1 of 1



Superior Court of California, County of San Diego

[Court Index Home](#) [Previous Page](#) [New Case Number Search](#) [Print](#)

View Case Detail

Case Title: MEYKE ARENS VS. OCWEN FINANCIAL SERVICES

Case Number: 37-2008-00081888-CU-CO-CTL

Case Location: San Diego

File Location

Case Type: Civil

Date Filed: 04/14/2008

Category: CU-CO

Contract - Other

| Plaintiff/Petitioner | | |
|----------------------------|------------|-------------|
| Last Name or Business Name | First Name | Primary (P) |
| ARENS | MEYKE | P |

| Defendant/Respondent | | |
|-------------------------------|------------|-------------|
| Last Name or Business Name | First Name | Primary (P) |
| OCWEN FINANCIAL SERVICES | | P |
| AEGIS MORTGAGE CORPORATION | | |
| AZTEC FORECLOSURE CORPORATION | | |

| Microfilm | | | |
|-------------------------------------|----------|-------------|--------------|
| Microfilm ID | Location | Reel Number | Frame Number |
| This case has not been microfilmed. | | | |

EXHIBIT "A"

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FILED
CIVIL BUSINESS OFFICE 8
CITY

08 APR 14 PM 2:41

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

1 Don C. Burns, #135206
2 LAW OFFICE DON C. BURNS
3 71-650 Sahara Road, Suite 2
4 Rancho Mirage, California 92270
5 Tel: (760) 341-8212

6 Attorneys for Plaintiff

7 SUPERIOR COURT OF CALIFORNIA
8 COUNTY OF SAN DIEGO

9 MEYKE ARENS,

- CASE NO37-2008-00081888-CU-CO-CTL

10 Plaintiff,

COMPLAINT FOR FRAUD;
CANCELLATION OF TRUST DEED;
TEMPORARY RESTRAINING
ORDER; TEMPORARY
INJUNCTION; PERMANENT
INJUNCTION; UNFAIR BUSINESS
PRACTICES

11 v.

12 OCWEN FINANCIAL SERVICES, AZTEC
13 FORECLOSURE CORPORATION, AEGIS
14 MORTGAGE CORPORATION and DOES
15 1 - 10;

16 Defendants.

17 Plaintiff complains and alleges as follows:

18 PARTIES AND JURISDICTION

19 1. At all times relevant to this action, Plaintiff resided in San Diego County,
20 California at 11305 Forestview Lane in San Diego.

21 2. At all times relevant to this action, Defendants and each of them were
22 companies conducting business in California, particularly the lending of money secured by
23 residential real estate and those activities related thereto.

24 FIRST CAUSE OF ACTION

25 3. Aegis Mortgage Corporation ("Aegis") is the mortgage lender that originated
the loan to Plaintiff related to the stated causes of action. Aegis filed bankruptcy in Delaware.

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VIA FAX

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2008 Apr 21 12:04PM ROBINSON BURNS

EXHIBIT "A"

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1 4. Oowen Financial Services ("Oowen") is the mortgage lender that assumed the
2 loan from Aegis to Meyke Arens related to the stated causes of action. Oowen is not authorized
3 to conduct business in California. The corporation's right to do business in California having
4 been previously revoked.

5 5. Aztec Foreclosure Corporation ("Aztec") is the trustee related to the stated
6 causes of action.

7 6. On February 18, 2005, Aegis loaned \$750,000.00 to Meyke Arens providing
8 in the note (the "note") for an adjustable interest rate; loan number 400097150. Material
9 misrepresentation of facts were made to induce the plaintiff to borrow the stated amount. Terms
10 material to the loan transaction were concealed from Plaintiff. Disclosures required by state and
11 federal law for the benefit of the borrower were never made to the plaintiff. Defendants, among
12 other things, did the following wrongful and fraudulent acts:

13 (a) fabricate documentation used in the application process for the loan;

14 (b) falsify statements made in the documents presented in the application and funding of
15 the loan;

16 (c) inflate commissions and fees charged to the borrower in the application and funding
17 of the loan;

18 (d) fabricate and inflated the appraisals of property submitted in the application for the
19 loan;

20 (e) conceal and falsify statements made in the application and funding of the loan; and

21 (f) prevent material facts and information from being received by the borrower.
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1 7. Thereafter, on some unknown date, the mortgage was transferred to Ocwen
2 and assigned loan number 70163753. The borrower was never notified of this transfer as
3 required by law.

4 8. Beginning in December, 2007, a series of email exchanges occurred between
5 Arens and Ocwen. However, it was not until an email from Ocwen dated January 28, 2008 was
6 received was there any mention of a foreclosure proceeding and Aztec Foreclosure Corporation.

7 9. In a call to Aztec, it was learned that on December 26, 2007, a default was
8 entered listing the grantors as Aztec Foreclosure Corporation, Meyke Arens and Ulf Arens.
9 Notice of the default was not provided. Pat at Aztec directed the caller to Ocwen to discuss
10 resolution of the matter.

11 10. When Meyke Arens entered into a loan with Aegis, her interest rate was
12 8.375% and monthly payments were \$5,782.63.

13 11. After Ocwen assumed the loan, without notice to Plaintiff, interest was
14 increased to 11.375% and monthly payments increased to \$7,776.47.

15 12. On March 5, 2008, a contract was entered into for the sale of 11305 Forestview
16 Lane, San Diego. The purchase price was to be \$830,000.00.

17 13. On March 5, 2008, the unpaid principal balance on the loan was \$747,866.52.

18 14. On April 11, 2008, the date escrow for the sale of the property was to close,
19 Ocwen was claiming \$833,755.46 would be owed them.

20 15. Settlement costs for the sale of the home totaled \$915,834.88, putting it in a
21 short sale situation by \$84,183.44 (a ten percent discount of Ocwen's outstanding balance.)

22 16. On March 12, 2008, Ocwen was contacted by the selling agent to discuss a
23 short sale.
24
25

17. On March 10, 2008, the attorney's office for the Arens again contacted Aztec and was informed by Pat that there was a title issue to resolve and a date for a foreclosure sale could not be set until resolution of the title issue, although notice was expected in late March for a mid-April sale. Aztec no. 10-77583.

18. On March 19, 2008, the attorney for Meyke Arens contacted Ocwen to discuss a short sale. While waiting for a representative to answer, the recording playing while on hold began by offering an option to select if calling to receive paperwork for a short sale.

19. The call was routed to a call center in India. A woman who identified herself as "Twinkle", an Ocwen representative, said they were not accepting short sales on first mortgages and they would only negotiate "something else." When asked how come the recording offered the option to request a short sale package, Twinkle said Ocwen stopped taking short sales on March 13, 2008 on primary mortgages and was only offering them on seconds. A request was made to be transferred to a supervisor. A voice message was left for "Asif." The call was not returned.

20. A follow up call to Ocwen was made on March 19, 2008 and in response to a request for a phone number for a representative in Florida, the name and number for Pat McTaggart was provided. No identification of her title was available. Immediately following receipt of this information, a voice message was left for Pat McTaggart.

21. On March 19, 2008, a follow up call was made to Aztec to check on the status of the title issue. Pat referred the caller to Angie who handled title matters. Since Angie was not in the office, the caller was advised to call her the following day. The subject of Ocwen's position on a short sale was discussed with Pat who indicated that Aztec had no authority over Ocwen's decision-making although he would mention the problem to someone in his office in case they

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EXHIBIT "A"

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1 spoke to someone in Florida.

2 22. On March 20, 2008, Ocwen was again contacted and during the lengthy message
3 playing while waiting for someone to answer, the recording stated that Ocwen was no longer
4 accepting short sales and the borrower should allow Ocwen to determine the best way to resolve
5 mortgage issues.

6 23. The Ocwen representative in India who answered the call was asked to transfer
7 the call to a supervisor. The supervisor, Pushkar, said Ocwen was not accepting short sales and
8 would only work to keep the loan with the borrower to work out a repayment plan or loan
9 modification. Pushkar was asked to transfer the call to his supervisor. That supervisor, Prakash
10 said Ocwen "might consider a short sale. Let's see what I can do for you." He asked that Arens
11 call him to answer a few questions. When pressed about whether that call would be a waste of
12 time since Meyke Arens wanted to sell the property and not renegotiate the loan, Prakash said
13 there was a possibility Ocwen would accept the short sale..
14

15 24. On March 21, 2008, Ulf Arens, husband to Meyke Arens, contacted Ocwen to
16 discuss a short sale. After leaving three messages for Prakash, Ulf Arens received a call back.
17 Prakash confirmed the conversation with Mr. Arens' attorney's office about a short sale. He then
18 said that a short sale would not be possible and offered a repayment plan or refinance of the loan.
19 When Mr. Arens asked to speak with the supervisor for Prakash, he was again offered a payment
20 plan or refinance and ultimately told that his supervisor does not take phone calls.
21

22 25. Also, on March 21, 2008, the attorney for Meyke Arens received a call back from
23 Pat McTaggart in Ocwen's main office in Florida. She indicated that she was in "evaluations"
24 and referred the caller to three loan resolution managers: Sal Chams, Mala Karkhanis and Danny
25 Chipponne. Explicit messages were left for each of these individuals on March 21 and March 24.

1 A fourth individual, Lynn Thompson, named as the person to contact for "immediate assistance",
2 was also unsuccessfully called. No calls have been returned.

3 26. On March 24, 2008, the contract for the purchase of the home was cancelled.

4 27. As of March 27, 2008, Owen lists 1339 residential properties for sale in the state
5 of California.

6 SECOND CAUSE OF ACTION

7 (Fraud)

8 28. Plaintiff incorporates for all purposes the preceding paragraphs of this complaint.

9 29. The defendants and each of them misrepresented, concealed, and suppressed facts
10 material to the transactions with Plaintiff.
11

12 30. The defendants and each of them were, at all times relating to this action, under a
13 duty to disclose facts material to the transactions to Plaintiff and failed to disclose such material
14 facts.

15 31. Plaintiff was unaware of the facts concealed or suppressed by the defendants and
16 each of them, which facts were material to the transactions with Plaintiff, and Plaintiff would
17 not have entered into the aforesaid transactions with the defendants had they known those
18 material facts.
19

20 THIRD CAUSE OF ACTION

21 (Cancellation of Trust Deed)

22 32. Plaintiff incorporates for all purposes the preceding paragraphs of this complaint.

23 33. Defendants wrongfully claim an estate or interest in the property based on the
24 trustee's deed.
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EXHIBIT "A"

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1 as Defendants' conduct continues. The full amount of this damage is not known now, and
 2 Plaintiff will amend this Complaint to state such amount when it becomes known to her.

3 40. Plaintiff has a reasonable probability of success based on the merits.

4 41. The injunction sought will not disserve the public interest.

5 FIFTH CAUSE OF ACTION

6 (Unfair Business Practices Act/Misleading Advertising,

7 California Bus. & Prof. Code §17200)

8 42. Plaintiff incorporates by reference each and every preceding and subsequent fact,
 9 allegation, paragraph, attachment and cause of action contained in this complaint as though set
 10 forth in full herein.

11 43. Defendants Aegis and Owen engaged in unfair competition, unlawful, unfair or
 12 fraudulent business practices, and misleading advertising in violation of California Business and
 13 Professions Code §17200 *et seq.* and Business and Professions Code §17500 by committing the
 14 acts and omissions hereinabove recited, including, but not limited to the violation of statutes
 15 regulating the loan.
 16

17 44. Defendants Aegis and Owen conspired to:

18 (a) fabricate documentation used in the application process for the loan;

19 (b) falsify statements made in the documents presented in the application and
 20 funding of the loan;

21 (c) inflate commissions and fees charged to the borrower in the application and
 22 funding of the loan;

23 (d) fabricate and inflated the appraisals of property submitted in the application
 24 for the loan;
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EXHIBIT "A"

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1 (e) conceal and falsify statements made in the application and funding of the loan;
2 and

3 (f) prevent material facts and information from being received by the borrower.

4 45. Plaintiff has been and will continue to be injured by Defendants' conduct as alleged
5 herein. Plaintiff seeks injunctive relief to prevent foreclosure sale of her home, restitution
6 damages pursuant to California Business and Professions Code §17203 and other civil relief as
7 necessary to deter the forementioned unfair practices, including reasonable attorney fees
8 provided for in California Code of Civil Procedure, Section 1021.5.
9

10 PRAYER

11 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 12 1. an order preventing the foreclosure sale of the property;
- 13 2. an order that Defendant deliver the trustee's deed to the court, and prepare and
14 file cancellation of that deed;
- 15 3. an award of costs incurred in this action; and
- 16 4. an award of attorney fees;
- 17 5. an award of general and special damages;
- 18 6. an award of punitive damages;
- 19 7. a temporary and permanent injunction against the Defendants, their successors,
20 assigns, subsidiaries, transferees, officers, directors and agents, from engaging in the unlawful
21 practices described in this complaint;
- 22 8. a temporary restraining order, a preliminary injunction, and a permanent
23 injunction, all enjoining Defendants, and each of them, and their agents, servants, and
24
25

1 employees, and all persons acting under, in concert with, or for them, from selling the property at
2 11305 Forestview Lane during the pendency of this litigation;

3 9. an award of such other and further relief as this court may deem just and proper.
4

5 LAW OFFICE DON C. BURNS

6 Don C Burns

7 Dated: April 14, 2008

8 Don C. Burns, #135206
9 71-650 Sahara Road, Suite 2
10 Rancho Mirage, California 92270
11 Tel: (760) 341-8212
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2008 Apr 21 12:06PM ROBINSON BURNS

EXHIBIT "A"

PAGE 11 OF 22

1 Don C. Burns, #135206
LAW OFFICE DON C. BURNS
2 71-650 Sahara Road, Suite 2
Rancho Mirage, California 92270
3 Tel: (760) 341-8212

4 Attorneys for Plaintiff

5 **SUPERIOR COURT OF CALIFORNIA**
6 **COUNTY OF SAN DIEGO**

7 MEYKE ARENS,

8 Plaintiff,

9 v.

10 OCWEN FINANCIAL SERVICES, AZTEC
FORECLOSURE CORPORATION, AEGIS
MORTGAGE CORPORATION and DOES
11 1 - 10;

12 Defendants.

CASE NO. 37-2008-00081888-CU-CO-CTL
[Hon. Ronald L. Styn; Dept. 62]

**NOTICE OF EX PARTE HEARING
RE: APPLICATION FOR
TEMPORARY RESTRAINING
ORDER**

Date: April 21, 2008

Time: 8:30 a.m.

Dept. 62

13
14
15 Please take notice that on the date and time above, plaintiff Meyke Arens will apply
16 for a temporary restraining order preventing the foreclosure and sale of her real property located
17 in the State of California, San Diego County, City of San Diego at 11305 Forestview Lane, and
18 described as follows:

19 Lot 354 of McMillin Scripps Two Unit No. 6, in the City of San Diego,
County of San Diego, State of California, according to Map thereof No.
20 9749, filed in the office of the County Recorder of San Diego County, August
21 11, 1980.

22 Assessor's Parcel No.: 31 9-282-32.

23 ///

24 ///


25 ///

///

1 This application will be based on the complaint served on you, documents filed in this
2 case, and the argument of counsel.
3
4

5 Respectfully Submitted
6 LAW OFFICE DON C. BURNS
7

8 Dated: April 17, 2008

9 
10 Don C. Burns
11 Attorney for Plaintiffs
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P. 1

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Don C Burns
AND WHEN RECORDED MAIL TO:
71-650 Sahara Rd #2
Rancho Mirage CA 92270

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON APR 18, 2008
DOCUMENT NUMBER 2008-0208095
GREGORY J. SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 3:04 PM

THIS SPACE FOR RECORDER'S USE ONLY

Lis Penderis

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

9/95
RecForm #R25

P. 2

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EXHIBIT "A" ROBINSON BURNS

PAGE 14 OF 22 2008 APR 18 2:04PM

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P.2

Don C. Burns, #135206
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Rancho Mirage, California 92270
Tel: (760) 341-8212

Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

MEYKE ARENS,

Plaintiff,

v.

OCWEN FINANCIAL SERVICES, AZTEC
FORECLOSURE CORPORATION, AEGIS
MORTGAGE and DOES 1- 10;

Defendants.

CASE NO. 37-2008-00081888-CU-CD-CTL

NOTICE OF PENDENCY OF ACTION
[Code Civ. Proc. § 405.20]

LIS PENDENS

VIA FAX

Notice is given that the above-entitled action was filed in the above-entitled court on

4-14 2008 by MEYKE ARENS, plaintiff, against OCWEN FINANCIAL
SERVICES, AZTEC FORECLOSURE CORPORATION, AEGIS MORTGAGE, defendants.

The action affects title to specific real property and the right to possession of specific real
property identified in the complaint in the action.

The specific real property affected by the action is located in the State of California,
San Diego County, City of San Diego at 11305 Forestview Lane, and is described as follows:

///

///

///

Apr 18 2008 2:31PM HP LASERJET FAX

p.3

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lot 354 of McMillin Scripps Two Unit No. 6, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9749, filed in the office of the County Recorder of San Diego County, August 11, 1980.

Assessor's Parcel No.: 31-9-282-32.

Don C Burns

Dated: April 14, 2008

Don C. Burns
LAW OFFICE DON C. BURNS
Attorney for Plaintiff, Meyke Arens



DATE: APR 14 2008

Attest: A true copy,
Clerk of the Superior Court

By *S. Little* Deputy

S. LITTLE

2 Pages

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2008-00081888-CU-CO-CTL CASE TITLE: Arens vs. Cowen Financial Services

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.6, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR - i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute - the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

| | | |
|--|--|--|
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central | | FOR COURT USE ONLY |
| PLAINTIFF(S): Meyke Arens | | |
| DEFENDANT(S): Ocwen Financial Services et.al. | | |
| SHORT TITLE: ARENS VS. OCWEN FINANCIAL SERVICES | | |
| STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221) | | CASE NUMBER: 37-2008-00081888-CU-CO-CTL |

Judge: Ronald L. Styn

Department: C-82

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- | | |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration |
| <input type="checkbox"/> Private Neutral Evaluation | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial | <input type="checkbox"/> Private Reference to General Referee |
| <input type="checkbox"/> Private Summary Jury Trial | <input type="checkbox"/> Private Reference to Judge |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration |
| <input type="checkbox"/> Other (specify): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate: (mediation & arbitration only) _____

Date: _____

Date: _____

Name of Plaintiff: _____

Name of Defendant: _____

Signature: _____

Signature: _____

Name of Plaintiff's Attorney: _____

Name of Defendant's Attorney: _____

Signature: _____

Signature: _____

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

IT IS SO ORDERED.

Dated: 04/14/2008

JUDGE OF THE SUPERIOR COURT

SDSC CIV-359 (Rev 01-07)

STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION

Page: 1

3

EXHIBIT "A"

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760-341-8312

2008 Apr 21 12:07PM ROBINSON BURNS

| | |
|---|--|
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO | |
| STREET ADDRESS: 330 West Broadway | |
| MAILING ADDRESS: 330 West Broadway | |
| CITY AND ZIP CODE: San Diego, CA 92101 | |
| BRANCH NAME: Central | |
| TELEPHONE NUMBER: (619) 685-6003 | |
| PLAINTIFF(S) / PETITIONER(S): Mayka Arens | |
| DEFENDANT(S) / RESPONDENT(S): Ocwen Financial Services et.al. | |
| ARENS VS. OCWEN FINANCIAL SERVICES | |
| NOTICE OF CASE ASSIGNMENT | CASE NUMBER: 37-2008-00081888-CU-CO-CTL |

Judge: Ronald L. Styn

Department: C-62

COMPLAINT/PETITION FILED: 04/14/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SDSC CIV-721 (Rev. 11-08)

NOTICE OF CASE ASSIGNMENT

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2008 Apr 21 12:07PM ROBINSON BURNS

MAY 22 07 PM 48P

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F I L E D
Clerk of the Superior Court

APR 21 2008

By: P. WOODS, Deputy

1 Don C. Burns, #135206
2 LAW OFFICE DON C. BURNS
3 71-650 Sabara Road, Suite 2
4 Rancho Mirage, California 92270
5 Tel: (760) 341-8212

6 Attorneys for Plaintiff

7 SUPERIOR COURT OF CALIFORNIA
8 COUNTY OF SAN DIEGO
9 HALL OF JUSTICE

10 MEYKE ARENS,

11 Plaintiff,

12 v.

13 OCWEN FINANCIAL SERVICES, AZTEC
14 FORECLOSURE CORPORATION, AEGIS
15 MORTGAGE CORPORATION and DOES
16 1 - 10;

17 Defendants.

CASE NO. 37-2008-00081888-CU-CO-CTL
[Hon. Ronald L. Styn; Dept. 62]

[PROPOSED] TEMPORARY
RESTRAINING ORDER AND ORDER
TO SHOW CAUSE RE:PRELIMINARY
INJUNCTION

18 The application of plaintiff Meyke Arens for a temporary restraining order and an
19 order to show cause regarding a preliminary injunction came on for hearing in Department 62 of
20 this Court on April 21, 2008 at 8:30 a.m.. Don C. Burns appeared on behalf of plaintiff, Meyke
21 Arens. There was no appearance on behalf of defendant Ocwen Financial Services. There was no
22 appearance on behalf of defendant Aegis Mortgage Corporation. There was no appearance on
23 behalf of defendant Aztec Foreclosure Corporation. Having read the ex parte application, the
24 points and authorities and the declaration filed by the plaintiff, and having heard argument of
25 counsel, and satisfactory evidence having been presented,

IT IS ORDERED THAT plaintiff's application for a temporary restraining order and
order to show cause regarding a preliminary injunction is granted. Defendants and their
employees, agents, and persons acting with them or on their behalf are restrained from

1

EXHIBIT "A"

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760-341-8312

MAY 21 12:08PM 2008

MAY 22 07 08:50p

p. 3

1 conducting a foreclosure sale, transferring any ownership interest in or further encumbering the
 2 property located at 11305 Forestview Lane, San Diego, California, more particularly described
 3 as Lot 354 of McMillan Scripps Two Unit No. 6, according to Map No. 9749, filed in the office
 4 of the County Recorder of San Diego County on August 11, 2008.

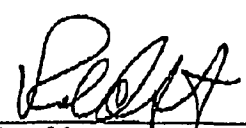
5 IT IS FURTHER ORDERED THAT the defendants and each of them shall appear on
 6 May 2, 2008 at 8:30 a.m. in Department 62 of the above entitled court to show cause why they
 7 should not be restrained pending trial of this matter from conducting a foreclosure sale,
 8 transferring any ownership interest in or further encumbering the property hereinabove
 9 described.
 10

11 IT IS FURTHER ORDERED THAT the plaintiff is not required to file with the Clerk
 12 of the Court an undertaking by reason of the likely outcome of this matter and the inability of the
 13 plaintiff to do so pending trial of this action.

14 The Court reserves jurisdiction to modify or dissolve the restraining order as may be
 15 required by the interests of justice.
 16

Date:

4-21-08


 Judge of the Superior Court

RONALD L. STYN

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

150417 - MS

**May 01, 2008
11:58:38**

Civ Fil Non-Pris

USAO #: 08-CV-0796-J CIVIL FILING
Judge.: NAPOLEON A JONES, JR
Amount.: \$350.00 CK
Check#: BC68607

Total-> \$350.00

FROM: MEYKE ARENS
VS. OCWEN FINANCIAL SERVICES
CIVIL FILING

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

MEYKE ARENS

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

OCWEN FINANCIAL SERVICES

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN REM AND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (Firm Name, Address, and Telephone Number)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|--|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act (Excl. Veterans) <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury | PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 |

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: 15 U.S.C. § 1601
violation of truth and lending act 2.C.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

05/01/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 150417 AMOUNT \$350

APPLYING IFP

JUDGE

MAG. JUDGE

MS 5/1